

**MARYLAND ENERGY ADMINISTRATION
CONTRACT #**

**Executive Search Services
For
The Maryland Energy Administration**

**THIS CONTRACT, entered into this _____ day of _____,
2011, by and between the**

**STATE OF MARYLAND
Maryland Energy Administration
60 West Street, Suite 300
Annapolis, Maryland 21401**

hereinafter ("Administration")

and

**CONTRACTOR
Federal ID #**

hereinafter ("Contractor")

**WHEREAS, this procurement has been determined to be a Category
III small procurement of \$25,000 or less and issued in accordance with the
requirements of State Procurement Regulations found in the Code of
Maryland Regulations ("COMAR"), Section 21.05.07.01 et seq.; and**

**WHEREAS, the Administration has chosen the Contractor, and the
Contractor has agreed to perform the work herein and be bound by the terms
of this Contract;**

**NOW, THEREFORE, for and in consideration of the mutual
covenants herein contained be it agreed by and between the parties hereto as
follows:**

ARTICLE I - NATURE OF CONTRACT

**This Contract is for services the value of which is not to exceed
\$25,000.00 and is generally governed by the Small Procurement Procedures
established pursuant to Title 21 of COMAR, particularly COMAR 21.05.07,**

and the State Finance and Procurement Article of the Annotated Code of Maryland.

ARTICLE II - SCOPE OF WORK

ARTICLE III - TERM

The term of this Contract shall be from -, through _____. No work may be initiated under this Contract until the Contractor has been instructed to proceed by the Administration.

ARTICLE IV - PAYMENT

The scope of work set forth above (“the Scope of Work”) shall be performed during the term of this Contract for a fixed amount not to exceed **Fifteen Thousand Dollars (\$25,000.00)**. The total price reflects completion of each task specified in the Scope of Work. Each task shall be completed as specified in the Scope of Work. The Contractor shall submit invoices for all costs incurred in accordance with a standard format including but not limited to the Contractor’s Federal Tax Identification Number of _____, and a Contract Identifying Number set out above. Invoices shall be due and payable within 30 days of receipt by the Administration.

ARTICLE V - INDEPENDENT CONTRACTOR

The Contractor is not an employee of the Administration but is an independent contractor as that term is normally defined. The Contractor shall be responsible for providing all supplies and materials necessary for performance of all work under the Contract, and for withholding any taxes and social security payments due under the Contract. The Contractor is not an agent of the State of Maryland or the Administration and cannot commit the State or the Administration to any expenditure of funds or enter into any contractual obligation on behalf of the State.

ARTICLE VI - WARRANTY

The Contractor agrees to prosecute all work under this Contract continuously and diligently, and to meet all milestones contained in the Scope of Work. The Contractor shall be responsible for the supervision and inspection of, and the technical accuracy and coordination of all data and

work pursuant to this Contract, and shall produce a product meeting professional standards of quality and methodology.

ARTICLE VII - CHANGES

This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

ARTICLE VIII - DISPUTES

Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

ARTICLE IX - TERMINATION FOR DEFAULT

If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of

the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

ARTICLE X - TERMINATION FOR CONVENIENCE

The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

ARTICLE XI - NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

ARTICLE XII - ANTI-BRIBERY AFFIDAVIT

The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

ARTICLE XIII - CORPORATE COMPLIANCE

The Contractor shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.

ARTICLE XIV - TERMINATION FOR NON-APPROPRIATION

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

ARTICLE XV - MARYLAND LAW PREVAILS

The law of Maryland shall govern the interpretation and enforcement of this Contract.

ARTICLE XVI - INDEMNIFICATION

The State shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this Contract.

ARTICLE XVII - SPECIFICATIONS

All materials, equipment, supplies or services shall conform to State laws and regulations and to the specifications contained in solicitation.

ARTICLE XVIII - CONFLICT OF INTEREST LAW

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter which he, his spouse, parent, minor child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a part, unless such officer, employee, or agent has previously complied with the provisions of State Government Article, Section 15-501 et seq of the Annotated Code of Maryland.

ARTICLE XIX - NON-HIRING OF OFFICIALS AND EMPLOYEES

No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

ARTICLE XX - ASSIGNMENT

This Contract and the monies which may become due hereunder are not assignable except with the prior written approval of the Maryland Energy Administration's Procurement Officer.

ARTICLE XXI - CONTINGENT FEE PROHIBITION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide

employee or agent, any fee or other consideration contingent on the making of this agreement.

ARTICLE XXII – PROCUREMENT OFFICER

The Administration’s procurement officer responsible for this Contract (the “Procurement Officer”) shall be Maria Ulrich.

ARTICLE XXIII - POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with Election Law Article , §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

ARTICLE XXIV - COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

ARTICLE XXV - MERGER

This Contract embodies the whole agreement of the parties. There are not promises, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Contract by causing the same to be signed on the day and year first above written.

CONTRACTOR

Witness By _____ (SEAL)
Name & Title

**STATE OF MARYLAND
MARYLAND ENERGY**

ADMINISTRATION

Witness By _____ (SEAL)
Malcolm Woolf
Director

THIS SMALL PROCUREMENT CONTRACT FORM HAS BEEN APPROVED IN ACCORDANCE WITH COMAR 21.05.07.06H BY THE ATTORNEY GENERAL'S OFFICE OF THE MARYLAND ENERGY ADMINISTRATION. ANY ADDITIONS OR MODIFICATIONS TO, OR DELETIONS FROM, THIS FORM MUST BE APPROVED BY THE ATTORNEY GENERAL'S OFFICE BEFORE SIGNATURE OR PERFORMANCE OF ANY WORK UNDER THIS CONTRACT. UNAUTHORIZED CHANGES, MODIFICATIONS, OR DELETIONS WILL RENDER THE ADMINISTRATION'S OBLIGATIONS UNDER THIS CONTRACT VOIDABLE AT THE ADMINISTRATION'S ELECTION.